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 AAPL - FORM 610RS - 1982

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**MODEL FORM RECORDING SUPPLEMENT TO
OPERATING AGREEMENT AND FINANCING STATEMENT**

Howell Unit
Tapely Holland Survey, A-975
Tarrant County, Texas

THIS AGREEMENT, entered into by and between Chesapeake Exploration, L.L.C., hereinafter referred to as "Operator," and Total E&P USA, Inc., the signatory party or parties other than Operator, hereinafter referred to individually as "Non-Operator," and collectively as "Non-Operators."

WHEREAS, the parties to this agreement are owners of Oil and Gas Leases and/or Oil and Gas Interests in the land identified in Exhibit "A" (said land, Leases and Interests being hereinafter called the "Contract Area"), and in any instance in which the Leases or Interests of a party are not of record, the record owner and the party hereto that owns the interest or rights therein are reflected on Exhibit "A";

WHEREAS, the parties hereto have executed an Operating Agreement dated January 25, 2010 (herein the "Operating Agreement"), covering the Contract Area for the purpose of exploring and developing such lands, Leases and Interests for Oil and Gas; and

WHEREAS, the parties hereto have executed this agreement for the purpose of imparting notice to all persons of the rights and obligations of the parties under the Operating Agreement and for the further purpose of perfecting those rights capable of perfection.

NOW, THEREFORE, in consideration of the mutual rights and obligations of the parties hereto, it is agreed as follows:

1. This agreement supplements the Operating Agreement, which Agreement in its entirety is incorporated herein by reference, and all terms used herein shall have the meaning ascribed to them in the Operating Agreement.
2. The parties do hereby agree that:
 - A. The Oil and Gas Leases and/or Oil and Gas Interests of the parties comprising the Contract Area shall be subject to and burdened with the terms and provisions of this agreement and the Operating Agreement, and the parties do hereby commit such Leases and Interests to the performance thereof.
 - B. The exploration and development of the Contract Area for Oil and Gas shall be governed by the terms and provisions of the Operating Agreement, as supplemented by this agreement.
 - C. All costs and liabilities incurred in operations under this agreement and the Operating Agreement shall be borne and paid, and all equipment and materials acquired in operations on the Contract Area shall be owned, by the parties hereto, as provided in the Operating Agreement.
 - D. Regardless of the record title ownership to the Oil and Gas Leases and/or Oil and Gas Interests identified on Exhibit "A," all production of Oil and Gas from the Contract Area shall be owned by the parties as provided in the Operating Agreement; provided nothing contained in this agreement shall be deemed an assignment or cross-assignment of interests covered hereby.
 - E. Each party shall pay or deliver, or cause to be paid or delivered, all burdens on its share of the production from the Contract Area as provided in the Operating Agreement.
 - F. An overriding royalty, production payment, net profits interest or other burden payable out of production hereafter created, assignments of production given as security for the payment of money and those overriding royalties, production payments and other burdens payable out of production heretofore created and defined as Subsequently Created Interests in the Operating Agreement shall be (i) borne solely by the party whose interest is burdened therewith, (ii) subject to suspension if a party is required to assign or relinquish to another party an interest which is subject to such burden, and (iii) subject to the lien and security interest hereinafter provided if the party subject to such burden fails to pay its share of expenses chargeable hereunder and under the Operating Agreement, all upon the terms and provisions and in the times and manner provided by the Operating Agreement.
 - G. The Oil and Gas Leases and/or Oil and Gas Interests which are subject hereto may not be assigned or transferred except in accordance with those terms, provisions and restrictions in the Operating Agreement regulating such transfers.

This agreement and the Operating Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, devisees, legal representatives, and assigns, and the terms hereof shall be deemed to run with the leases or interests included within the lease Contract Area.
 - H. The parties shall have the right to acquire an interest in renewal, extension and replacement leases, leases proposed to be surrendered, wells proposed to be abandoned, and interests to be relinquished as a result of non-participation in subsequent operations, all in accordance with the terms and provisions of the Operating Agreement.
 - I. The rights and obligations of the parties and the adjustment of interests among them in the event of a failure or loss of title, each party's right to propose operations, obligations with respect to participation in operations on the Contract Area and the consequences of a failure to participate in operations, the rights and obligations of the parties regarding the marketing of production, and the rights and remedies of the parties for failure to comply with financial obligations shall be as provided in the Operating Agreement.
 - J. Each party's interest under this agreement and under the Operating Agreement shall be subject to relinquishment for its failure to participate in subsequent operations and each party's share of production and costs shall be reallocated on the basis of such relinquishment, all upon the terms and provisions provided in the Operating Agreement.
 - K. All other matters with respect to exploration and development of the Contract Area and the ownership and transfer of the Oil and Gas Leases and/or Oil and Gas Interest therein shall be governed by the terms and provisions of the Operating Agreement.
3. The parties hereby grant reciprocal liens and security interests as follows:
 - A. Each party grants to the other parties hereto a lien upon any interest it now owns or hereafter acquires in Oil and Gas Leases and Oil and Gas Interests in the Contract Area, and a security interest and/or purchase money security interest in any interest it now owns or hereafter acquires in the personal property and fixtures on or used or obtained for use in connection therewith, to secure performance of all of its obligations under this agreement and the Operating Agreement including but not limited to payment of expense, interest and fees, the proper disbursement of all monies paid under this agreement and the Operating Agreement, the assignment or relinquishment of interest in Oil and Gas Leases as required under this agreement and the Operating Agreement, and the proper performance of operations under this agreement and the Operating Agreement. Such lien and security interest granted by each party hereto shall include such party's leasehold interests, working interests, operating rights, and royalty and overriding royalty interests in the Contract Area now owned or hereafter acquired and in lands pooled or unitized therewith or otherwise becoming subject to this agreement and the Operating Agreement, the Oil and Gas when extracted therefrom and equipment situated thereon or used or obtained for use in connection therewith (including, without limitation, all wells, tools, and tubular goods), and accounts (including, without limitation, accounts arising from the sale of production at the wellhead), contract rights, inventory and general intangibles relating thereto or arising therefrom, and all proceeds and products of the foregoing.

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- B. Each party represents and warrants to the other parties hereto that the lien and security interest granted by such party to the other parties shall be a first and prior lien, and each party hereby agrees to maintain the priority of said lien and security interest against all persons acquiring an interest in Oil and Gas Leases and Interests covered by this agreement and the Operating Agreement by, through or under such party. All parties acquiring an interest in Oil and Gas Leases and Oil and Gas Interests covered by this agreement and the Operating Agreement, whether by assignment, merger, mortgage, operation of law, or otherwise, shall be deemed to have taken subject to the lien and security interest granted by the Operating Agreement and this instrument as to all obligations attributable to such interest under this agreement and the Operating Agreement whether or not such obligations arise before or after such interest is acquired.
- C. To the extent that the parties have a security interest under the Uniform Commercial Code of the state in which the Contract Area is situated, they shall be entitled to exercise the rights and remedies of a secured party under the Code. The bringing of a suit and the obtaining of judgment by a party for the secured indebtedness shall not be deemed an election of remedies or otherwise affect the lien rights or security interest as security for the payment thereof. In addition, upon default by any party in the payment of its share of expenses, interest or fees, or upon the improper use of funds by the Operator, the other parties shall have the right, without prejudice to other rights or remedies, to collect from the purchaser the proceeds from the sale of such defaulting party's share of Oil and Gas until the amount owed by such party, plus interest, has been received, and shall have the right to offset the amount owed against the proceeds from the sale of such defaulting party's share of Oil and Gas. All purchasers of production may rely on a notification of default from the non-defaulting party or parties stating the amount due as a result of the default, and all parties waive any recourse available against purchasers for releasing production proceeds as provided in this paragraph.
- D. If any party fails to pay its share of expenses within one hundred-twenty (120) days after rendition of a statement therefor by Operator the non-defaulting parties, including Operator, shall, upon request by Operator, pay the unpaid amount in the proportion that the interest of each such party bears to the interest of all such parties. The amount paid by each party so paying its share of the unpaid amount shall be secured by the liens and security rights described in this paragraph 3 and in the Operating Agreement, and each paying party may independently pursue any remedy available under the Operating Agreement or otherwise.
- E. If any party does not perform all of its obligations under this agreement or the Operating Agreement, and the failure to perform subjects such party to foreclosure or execution proceedings pursuant to the provisions of this agreement or the Operating Agreement, to the extent allowed by governing law, the defaulting party waives any available right of redemption from and after the date of judgment, any required valuation or appraisal of the mortgaged or secured property prior to sale, any available right to stay execution or to require a marshalling of assets and any required bond in the event a receiver is appointed. In addition, to the extent permitted by applicable law, each party hereby grants to the other parties a power of sale as to any property that is subject to the lien and security rights granted hereunder or under the Operating Agreement, such power to be exercised in the manner provided by applicable law or otherwise in a commercially reasonable manner and upon reasonable notice.
- F. The lien and security interest granted in this paragraph 3 supplements identical rights granted under the Operating Agreement.
- G. To the extent permitted by applicable law, Non-Operators agree that Operator may invoke or utilize the mechanics' or materialmen's lien law of the state in which the Contract Area is situated in order to secure the payment to Operator of any sum due under this agreement and the Operating Agreement for services performed or materials supplied by Operator.
- H. The above described security will be financed at the wellhead of the well or wells located on the Contract Area and this Recording Supplement may be filed in the land records in the County or Parish in which the Contract Area is located, and as a financing statement in all recording offices required under the Uniform Commercial Code or other applicable state statutes to perfect the above-described security interest, and any party hereto may file a continuation statement as necessary under the Uniform Commercial Code, or other state laws.
4. This agreement shall be effective as of the date of the Operating Agreement as above recited. Upon termination of this agreement and the Operating Agreement and the satisfaction of all obligations thereunder, Operator is authorized to file of record in all necessary recording offices a notice of termination, and each party hereto agrees to execute such a notice of termination as to Operator's interest, upon the request of Operator, if Operator has complied with all of its financial obligations.
5. This agreement and the Operating Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, devisees, legal representatives, successors and assigns. No sale, encumbrance, transfer or other disposition shall be made by any party of any interest in the Leases or Interests subject hereto except as expressly permitted under the Operating Agreement and, if permitted, shall be made expressly subject to this agreement and the Operating Agreement and without prejudice to the rights of the other parties. If the transfer is permitted, the assignee of an ownership interest in any Oil and Gas Lease shall be deemed a party to this agreement and the Operating Agreement as to the interest assigned from and after the effective date of the transfer of ownership; provided, however, that the other parties shall not be required to recognize any such sale, encumbrance, transfer or other disposition for any purpose hereunder until thirty (30) days after they have received a copy of the instrument of transfer or other satisfactory evidence thereof in writing from the transferor or transferee. No assignment or other disposition of interest by a party shall relieve such party of obligations previously incurred by such party under this agreement or the Operating Agreement with respect to the interest transferred, including without limitation the obligation of a party to pay all costs attributable to an operation conducted under this agreement and the Operating Agreement in which such party has agreed to participate prior to making such assignment, and the lien and security interest granted by Article VII.B. of the Operating Agreement and hereby shall continue to burden the interest transferred to secure payment of any such obligations.
6. In the event of a conflict between the terms and provisions of this agreement and the terms and provisions of the Operating Agreement, then, as between the parties, the terms and provisions of the Operating Agreement shall control.
7. This agreement shall be binding upon each Non-Operator when this agreement or a counterpart thereof has been executed by such Non-Operator and Operator notwithstanding that this agreement is not then or thereafter executed by all of the parties to which it is tendered or which are listed on Exhibit "A" as owning an interest in the Contract Area or which own, in fact, an interest in the Contract Area. In the event that any provision herein is illegal or unenforceable, the remaining provisions shall not be affected, and shall be enforced as if the illegal or unenforceable provision did not appear herein.
8. Other provisions.
None.

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Jennifer Demel, who has prepared and circulated this form for execution, represents and warrants that the form was printed from and, with the exception(s) listed below, is identical to the AAPL Form 610RS-1989 Model Form Recording Supplement to Operating Agreement and Financing Statement, as published in computerized form by Forms On-A-Disk, Inc. No changes, alterations, or modifications, other than those made by strikethrough and/or insertion and that are clearly recognizable as changes in Articles NONE, have been made to the form.

IN WITNESS WHEREOF, this agreement shall be effective as of the 25th day of July, 2010.

ATTEST OR WITNESS

OPERATOR

Chesapeake Exploration, L.L.C.

By: Henry J. Hood

Title: Sr. Vice President – Land and Legal & General Counsel

Date: August 5, 2010

Address: P.O. Box 18496, Oklahoma City, OK 73118

NON-OPERATORS

ATTEST OR WITNESS

Total E&P USA, Inc.

By: Eric Bonnin

Vice President, Business Development & Strategy

Title:

Date: August 16, 2010

Address: 1201 Louisiana, Houston, TX 77002

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ACKNOWLEDGMENTS

NOTE:

The following forms of acknowledgment are the short forms approved by the Uniform Law on Notarial Acts. The validity and effect of these forms in any state will depend upon the statutes of that state.

Acknowledgment in Representative Capacity

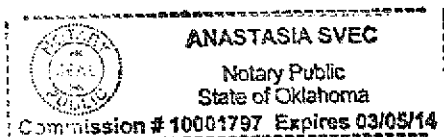
State of OKLAHOMA §

§ ss.

County of OKLAHOMA §

This instrument was acknowledged before me on August 5, 2010, by Henry J. Hood as Sr. Vice President – Land and Legal & General Counsel of Chesapeake Exploration, L.L.C.

(Seal, if any)



Anastasia Svec
Name: Anastasia Svec
My commission expires: 3/5/2014

Acknowledgment in Representative Capacity

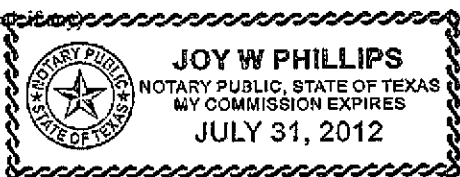
State of TEXAS §

§ ss.

County of HARRIS §

This instrument was acknowledged before me on August 16, 2010, by Eric Bonnin as Vice President, Business Development & Strategy of Total E&P USA, Inc.

(Seal, if any)



Joy W Phillips
Name: _____
My commission expires: _____

EXHIBIT "A"

TO THAT CERTAIN MEMORANDUM OF JOINT OPERATING AGREEMENT DATED JANUARY 25, 2010, BY AND BETWEEN CHESAPEAKE EXPLORATION L.L.C., AS OPERATOR, AND TOTAL E&P USA, INC., AS NON-OPERATOR

1. Contract Area: The Contract Area is the Unit shown on Exhibit "A-1" attached hereto.
The Leases subject to this Operating Agreement are listed on Exhibit "A-2" attached hereto.

2. Restrictions as to depths and formations: None.

3. Interests of Parties:

<u>Owner</u>	<u>Working Interest</u>
Chesapeake Exploration, L.L.C. P. O. Box 18496 Oklahoma City, Oklahoma 73154-0496 Attention: Henry J. Hood	75.00%
Total E&P USA, Inc. 1201 Louisiana, Suite 1800 Houston, TX 77002 Attention: Eric Bonnin	25.00%
TOTAL	100.00%

EXHIBIT "A-1"

TO THAT CERTAIN MEMORANDUM OF JOINT OPERATING AGREEMENT DATED JANUARY 25, 2010, BY AND BETWEEN CHESAPEAKE EXPLORATION, L.L.C., AS OPERATOR, AND TOTAL E&P USA, INC., AS NON-OPERATOR

The below metes and bounds description of the Contract Area shall be subject to revision to conform with the Declaration of Pooled Unit and any amendment thereto.

Howell Unit:

Being 408.551 acres of land located in the Tapely Holland Survey, Abstract No. 750 and the William G. May Survey, Abstract No. 1028, Tarrant County, Texas. Said 408.551 acres of land being more particularly described as follows:

BEGINNING at a point lying in the apparent centerline of Sherman Street, said point being an exterior ell corner of Chesapeake Operating, Inc., UPRR Unit, said point being Chesapeake Operating, Inc., Howell Unit northwest corner, from which a 5/8" iron rod stamped "Pate 5647" found at the northwest corner of Lot 4, Block A, Prairie Oaks Estates, an addition to the City of Grand Prairie, Tarrant County, Texas according to the plat recorded in Cabinet A, Slide 11036, Plat Records, Tarrant County, Texas bears S00°29'06"W 35.00 feet;

THENCE S89°30'54"E, along said Sherman Street centerline, a distance of 4,060.36 feet to a point, said point being the northeast corner of said Howell Unit;

THENCE S00°18'15"W, at 41.16 feet passing a point for the most southerly northeast corner of Lot A, Block 26, J.L. William Mark II South, an addition to the City of Grand Prairie, Tarrant County, Texas according to the plat recorded in Volume 388-99, Page 57, Plat Records, Tarrant County, Texas, at 722.95 feet passing an "X" found at the southeast corner of said Lot A, said "X" found being the northeast corner of Lot B, Block 26, J.L. William Mark II South, an addition to the City of Grand Prairie, Tarrant County, Texas according to the plat recorded in Volume 388-99, Page 56, Plat Records, Tarrant County, Texas, in all a distance of 1,369.77 feet to an 1/2" iron rod stamped "Half" found at the southeast corner of said Lot B;

THENCE West, along the south line of said Lot B, a distance of 407.52 feet to a 5/8" iron rod found at the southwest corner of said Lot B, said iron rod being the northwest corner of Lot C, Block 26, J.L. William Mark II South, an addition to the City of Grand Prairie, Tarrant County, Texas according to the plat recorded in Volume 388-99, Page 58, Plat Records, Tarrant County, Texas;

THENCE South, along the west line of said Lot C, at 722.00 feet passing an 1/2" iron rod found at the southwest corner of said Lot C, in all a distance of 748.07 feet to a point lying in the apparent centerline of Dillard Street;

THENCE S89°45'19"E, along said Dillard Street centerline, a distance of 286.15 feet to a point;

THENCE S00°14'41"W, a distance of 28.55 feet to a point at the northeast corner of Tyre Street, J.L. William Mark II South, an addition to the City of Grand Prairie, Tarrant County, Texas according to the plat recorded in Volume 388-92, Page 60, Plat Records, Tarrant County, Texas;

THENCE along the East, South and West lines of said Tyre Street as follows:

1. southwesterly, 39.27 feet along a non tangent curve to the left, having a radius of 25.00 feet, a central angle of 90°00'00" and a chord bearing S45°00'00"W, 35.36 feet to a point;

2. South, a distance of 610.31 feet to a point;

3. southeasterly, 39.27 feet, along a curve to the left, having a radius of 25.00 feet, a

central angle of 90°00'00" and a chord bearing S45°00'00"E 35.36 feet to a point;

4. East, a distance of 174.73 feet to a point;

5. S00°19'07"W, crossing said Tyre Street, a distance of 60.00 feet to a point lying in said south line;

6. S89°59'57"W, a distance of 259.39 feet to a point;

7. North, a distance of 6.24 feet to a point;

8. West, at 200.00 feet passing a point lying in the east line of a tract of land described in the deed to Texas & Pacific Railway Company, recorded in Volume 4941, Page 33, Deed Records, Tarrant County, Texas, in all a distance of 255.19 feet to a point lying in the west line of said Texas & Pacific Railway tract;

THENCE S00°16'00"W, along said west line, a distance of 194.12 feet to a point at the northeast corner of a tract of land described as Tract 2, in the deed to MARS Partners, Ltd., recorded in Volume 9906, Page 2223, Deed Records, Tarrant County, Texas;

THENCE S87°29'16"W, along the north line of said MARS tract, at 533.04 feet passing the northwest corner of said MARS tract, in all a distance of 583.06 feet to a point lying in the apparent centerline of Great Southwest Parkway;

THENCE southerly, along said Great Southwest Parkway centerline, 249.49 feet along a non tangent curve to the right, having a radius of 954.93 feet, a central angle of 14°58'10" and a chord bearing S07°26'53"E, 248.78 feet to a point;

THENCE S00°02'13"W, continuing along said Great Southwest Parkway centerline, a distance of 370.69 feet to a point;

THENCE East, at 49.35 feet passing an 1/2" iron rod found at the northwest corner of Site 95R, Great Southwest Industrial District, Great Southwest South, an addition to the City of Grand Prairie, Tarrant County, Texas according to the plat recorded in Cabinet A, Slide 371, Plat Records, Tarrant County, Texas, in all a distance of 549.35 feet to a point at the northeast corner of said Site 95R;

THENCE South, along the east line of said Site 95R, a distance of 1,566.14 feet to a point lying in the apparent centerline of Park Row Drive, said point being the southeast corner of said Howell Unit;

THENCE N89°34'51"W, along said Park Row Drive centerline, a distance of 2,445.04 feet to a point for the southwest corner of said Howell Unit, said point being the southeast corner of Chesapeake Operating, Inc., West Howell Unit;

THENCE North, at 41.50 feet passing a 5/8" iron rod found at the southwest corner of Lot 15, Devtex Business Park, an addition to the City of Arlington, Tarrant County, Texas according to the plat recorded in Volume 388-201, Page 9, Plat Records, Tarrant County, Texas, in all a distance of 785.79 feet to an 1/2" iron rod found at the northwest corner of said Lot 15, said iron rod lying in the south line of Lot 14A, Devtex Business Park, an addition to the City of Arlington, Tarrant County, Texas according to the plat recorded in Cabinet A, Slide 7929, Plat Records, Tarrant County, Texas;

THENCE N19°35'49"W, crossing said Lot 14A, at 836.44 feet passing the northwest line of said Lot 14A, in all a distance of 882.64 feet to a point lying in the apparent centerline of Timberlake Drive;

THENCE N40°21'20"E, along said Timberlake Drive centerline, a distance of 95.08 feet to a point;

THENCE N69°10'10"W, at 41.89 passing the east corner of Lot 25, Block N, The Woods of Timberlake, an addition to the City of Arlington, Tarrant County, Texas according to the plat recorded in Cabinet A, Slide 9642, Plat Records, Tarrant County,

Texas, in all a distance of 665.33 feet to a point at the southwest corner of Lot 12, of said Block N;

THENCE N20°49'50"E, along the west line of said Lot 12, at 110.00 feet passing the northwest corner of said Lot 12, in all a distance of 140.00 feet to a point lying in the apparent centerline of Timber Oaks Lane;

THENCE along said Timber Oaks Lane centerline as follows:

1. N69°10'10"W, a distance of 135.00 feet to a point;
2. Northwesterly, 40.07 feet, along a curve to the right, having a radius of 270.00 feet, a central angle of 08°30'11" and a chord bearing N64°55'05"W 40.03 feet to a point of compound curve to the right
3. northwesterly, 428.47 feet, along said curve to the right, having a radius of 770.00 feet and a central angle of 31°52'57" and a chord bearing N44°43'30"W 422.96 feet to a point;
4. N28°47'02"W, a distance of 23.55 feet to a point;
5. northerly, 113.67 feet, along a curve to the right, having a radius of 270.00 feet, a central angle of 24°07'19" and a chord bearing N16°43'23"W 112.83 feet to a point;
6. N00°00'29"W, a distance of 1,554.82 feet to a point at the apparent centerline intersection of Osler Drive and said Timber Oaks Lane;

THENCE easterly along said Osler Drive centerline, 96.19 feet along a non tangent curve to the left, having a radius of 600.00 feet, a central angle of 09°11'08" and a chord bearing S85°09'00"E, 96.09 feet to a point;

THENCE S89°44'34"E, continuing along said Osler Drive centerline, a distance of 65.66 feet to a point;

THENCE N00°14'25"E, at 30.00 feet passing the southwest corner of Lot 12, Block D, of said Prairie Oaks Estates, at 718.27 feet passing the northeast corner of said West Howell Unit, in all a distance of 1,183.53 feet to the point of beginning, containing 408.551 acres of land.

The bearings recited hereon are oriented to NAD27 Texas North Central Zone.

END OF EXHIBIT "A-1"

EXHIBIT "A-2"

TO THAT CERTAIN MEMORANDUM OF JOINT OPERATING AGREEMENT DATED JANUARY 25, 2010, BY AND BETWEEN CHESAPEAKE EXPLORATION, L.L.C., AS OPERATOR, AND TOTAL E&P USA, INC., AS NON-OPERATOR.

The following leases are included in the Contract Area insofar and only insofar as each oil and gas lease covers land within the Unit described on Exhibit A-1.

CHK LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	INSTRUMENT NUMBER
TX7157877-000	2801 OSLER DRIVE, LLC	CHESAPEAKE EXPLORATION, LLC	6/30/2008	D208399466
TX7157878-000	2801 OSLER DRIVE, LLC	CHESAPEAKE EXPLORATION, LLC	6/30/2008	D208399467
TX7158392-000	647 GREAT SOUTHWEST PKWY, LLC	CHESAPEAKE EXPLORATION, LLC	8/18/2008	D208467943
TX7158393-000	647 GREAT SOUTHWEST PKWY, LLC	CHESAPEAKE EXPLORATION, LLC	8/18/2008	D208468866
TX7155633-000	ADAM RIVERA & SORINA DAVILA	AXIA LAND SERVICES, LLC	6/17/2008	D208236490
TX0461722-000	ADAM & LATONYA SCOTT	CHESAPEAKE EXPLORATION, LLC	12/1/2009	D210013995
N/A	ADAN & NYDIA LERMA	CHESAPEAKE EXPLORATION, LLC	10/10/2009	D209305898
N/A	AGNES M BRAGGS	CHESAPEAKE EXPLORATION, LLC	9/19/2009	D209305879
TX0005152-000	AHMAD SIDDIQI	CHESAPEAKE EXPLORATION, LLC	5/24/2008	D208344094
TX0461412-000	ALBERTINA E SAMPLE	CHESAPEAKE EXPLORATION, LLC	9/29/2009	D209305921
TX7156120-000	AMERICO-GSW, LP	CHESAPEAKE EXPLORATION, LLC	5/20/2008	D208316579
TX0491827-000	ANA D & JOSE HENRIQUEZ	CHESAPEAKE EXPLORATION, LLC	9/15/2008	D208415533
TX0007694-000	JORGE & ANA LAURA MENDEZ	AXIA LAND SERVICES, LLC	7/21/2008	D208296371
TX0005713-000	ANDRES VENTURA	AXIA LAND SERVICES, LLC	6/17/2008	D208236427
TX7156467-000	ANGEL LONA-ACOSTA & LAURA P LONA	AXIA LAND SERVICES, LLC	6/17/2008	D208248371
TX7154129-001	ANTONIA & OFELIO MEDINA	AXIA LAND SERVICES, LLC	6/17/2008	D208236486
TX0007730-000	ANTONIO & MARIA NOYOLA	AXIA LAND SERVICES, LLC	7/17/2008	D208284638
TX0007995-000	ARTURO & EVANGELINA S RAMIREZ	AXIA LAND SERVICES, LLC	6/17/2008	D208248365
TX7156219-000	BALKAR SINGIL & PARAMJIT KAUR	AXIA LAND SERVICES, LLC	6/19/2008	D208242870
TX0002868-000	BEN ROBINSON & JOSETTE M AGUIRRE	CHESAPEAKE EXPLORATION, LLC	6/25/2008	D208305717
TX7155640-001	BETTY ROJAS	AXIA LAND SERVICES, LLC	6/17/2008	D208236467
TX0031210-000	BEVERLY GARRISSON	CHESAPEAKE EXPLORATION, LLC	5/14/2008	D208217785
TX7157761-000	BJN SONS CORPORATION	CHESAPEAKE EXPLORATION, LLC	5/20/2008	D208368941
TX0467115-000	BOOKER T WHITE	CHESAPEAKE EXPLORATION, LLC	12/4/2009	D210013994
TX7157762-000	BRIAN SCHWARTZ	CHESAPEAKE EXPLORATION, LLC	8/20/2008	D208364157
TX7154150-000	BRUCE HEINTZELMAN	AXIA LAND SERVICES, LLC	6/17/2008	D208236419
TX0031896-000	CAMILLE FREEMAN	CHESAPEAKE EXPLORATION, LLC	7/2/2008	D208297669
TX7155682-001	CARLOS CARDENAS	AXIA LAND SERVICES, LLC	6/17/2008	D208238650
N/A	ROBERT & CARRIE JACKSON	CHESAPEAKE EXPLORATION, LLC	12/19/2009	D210014000
TX0461311-000	CASSIDY COLT TURNER & SHAWNA TURNER	CHESAPEAKE EXPLORATION, LLC	11/2/2009	D209305896
TX7158396-001	CHARLES F SALUSKY	CHESAPEAKE EXPLORATION, LLC	10/7/2008	D208467167
TX7158397-001	CHARLES F SALUSKY	CHESAPEAKE EXPLORATION, LLC	10/7/2008	D208467175

CHK LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	INSTRUMENT NUMBER
TX0005046-000	CHARLES R LIVECCHI	CHESAPEAKE EXPLORATION, LLC	1/16/2008	D208354347
TX7155639-001	CHRISTIA ROGERS	AXIA LAND SERVICES, LLC	6/17/2008	D208236474
TX0461413-000	CONNIE M STRICKLAND	CHESAPEAKE EXPLORATION, LLC	9/29/2009	D209305923
TX0001473-000	CRESENCIO L & COLLEEN ZEPEDA	CHESAPEAKE EXPLORATION, LLC	7/8/2008	D208291918
TX0007741-000	DANA PARKER	AXIA LAND SERVICES, LLC	6/17/2008	D208238628
TX0006234-000	DARRIO BYRD	AXIA LAND SERVICES, LLC	6/17/2008	D208236447
TX0002866-000	DAVID PRIETO & MELISSA LYNN GONZALES	CHESAPEAKE EXPLORATION, LLC	6/5/2008	D208305716
TX0006206-000	DEBORAH A POLK	AXIA LAND SERVICES, LLC	7/18/2008	D208291323
TX0461297-000	DELESIA CONERLY	CHESAPEAKE EXPLORATION, LLC	9/26/2009	D209305903
TX0461313-000	DERRICK WATSON & TAKIA NORICE	CHESAPEAKE EXPLORATION, LLC	11/12/2009	D209305897
TX7157310-000	DEVELOPMENT NB GROUP, LTD	CHESAPEAKE EXPLORATION, LLC	9/4/2008	D208431313
TX7158800-000	E W REAL ESTATE, LLC	MATADOR ENERGY COMPANY, LTD	9/30/2007	D207376661
TX0030140-000	EDUARDO NUNEZ	CHESAPEAKE EXPLORATION, LLC	3/27/2008	D208162978
TX7156111-000	ELIZABETH & JOHN AGGREY	AXIA LAND SERVICES, LLC	6/17/2008	D208238623
TX0006749-000	ELIZABETH ALVARADO	AXIA LAND SERVICES, LLC	6/17/2008	D208236456
TX7155598-000	ELPIDIO & ROSA C PEREZ	AXIA LAND SERVICES, LLC	6/17/2008	D208236424
TX7158806-000	EMEKA AKPUNKU & AMEN OSARENKHOE	MATADOR ENERGY COMPANY, LTD	8/14/2007	D207376677
TX7157983-000	EPIFANIA M CATURAY, M.D., P.A.	CHESAPEAKE EXPLORATION, LLC	8/7/2008	D208416879
TX0467075-000	ESTER F JONES	CHESAPEAKE EXPLORATION, LLC	11/5/2009	D209305886
TX0461726-000	FAIYAZ KHAN	CHESAPEAKE EXPLORATION, LLC	12/19/2009	D210014003
TX0467351-000	FEDERAL EXPRESS CORPORATION	CHESAPEAKE EXPLORATION, LLC	4/5/2010	D210124393
TX7153509-001	FIRST INDUSTRIAL TEXAS, LP	CHESAPEAKE EXPLORATION, LLC	12/26/2007	D208045797
TX7155891-000	FLOYD W & LORETTA VAUGHAN	AXIA LAND SERVICES, LLC	6/17/2008	D208236413
TX7155885-001	FRANCISCA A TORRES	AXIA LAND SERVICES, LLC	6/17/2008	D208244280
TX7156109-001	FRANK A ACEVEDO	AXIA LAND SERVICES, LLC	6/17/2008	D208238636
TX7157865-000	FRANK P & VICKI CUNDARI	CHESAPEAKE EXPLORATION, LLC	8/6/2008	D208398039
TX7157866-000	FRANK P & VICKI CUNDARI	CHESAPEAKE EXPLORATION, LLC	8/6/2008	D208398038
TX0005988-000	FREDRICKA WRIGHT	AXIA LAND SERVICES, LLC	6/17/2008	D208236400
TX7156513-000	GHADA ABBAS SADALLA	AXIA LAND SERVICES, LLC	6/19/2008	D208242881
TX0007033-000	GREG & KARINA ALVARADO	AXIA LAND SERVICES, LLC	6/17/2008	D208244277
TX7154127-001	GREGORIO & ELIZABETH MANCILLA	AXIA LAND SERVICES, LLC	6/17/2008	D208238612
TX7158801-000	GSW PARK ROW PARTNERSHIP, LTD	MATADOR ENERGY COMPANY, LTD	9/14/2007	D207376665
TX0008404-000	GUADALUPE NERY	AXIA LAND SERVICES, LLC	6/17/2008	D208238640
TX0006393-000	GUSTAVO & MIRIAM CABRERA	AXIA LAND SERVICES, LLC	7/17/2008	D208284625
TX0030081-000	HALO BUS CONSULTING & INVESTMENTS LLC	CHESAPEAKE EXPLORATION, LLC	4/1/2008	D208162986
TX0030082-000	HALO BUS CONSULTING & INVESTMENTS LLC	CHESAPEAKE EXPLORATION, LLC	4/1/2008	D208162987

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TX7155585-001	HECTOR OCHOA	AXIA LAND SERVICES, LLC	6/17/2008	D208236405
TX0461716-001	HELMER A GARCIA	CHESAPEAKE EXPLORATION, LLC	12/19/2009	D210014010
TX0006236-000	HERMOGENES & REYNA CASTRO	AXIA LAND SERVICES, LLC	6/17/2008	D208236516
TX0499551-001	HILDA RODRIGUEZ & OCTAVIO M GUERRERO	AXIA LAND SERVICES, LLC	6/17/2008	D208236458
TX0461302-000	HUSSEN M GULE	CHESAPEAKE EXPLORATION, LLC	10/12/2009	D209305909
N/A	ISREAL & CHRISTINA PERAL	CHESAPEAKE EXPLORATION, LLC	12/19/2009	D210014007
TX7158812-000	JACKIE BOYD MUELLER	MATADOR ENERGY COMPANY, LTD	10/2/2007	D207376663
TX7157876-000	DR. JAMES P HOSLER, M.D.	CHESAPEAKE EXPLORATION, LLC	8/19/2008	D209309277
TX0031772-000	JAVIER P MARTINEZ & LILIANA M HERNANDEZ	CHESAPEAKE EXPLORATION, LLC	5/23/2008	D208275770
TX7157800-000	JHH ENTERPRISES, LC	CHESAPEAKE EXPLORATION, LLC	8/7/2008	D208393625
TX7158805-000	JONES XRAY, INC	MATADOR ENERGY COMPANY, LTD	8/22/2007	D207376676
TX7156531-001	JORGE & MARIA B NERI	AXIA LAND SERVICES, LLC	6/17/2008	D208238601
TX7155590-001	JOSE & MARIA V ORTEGA	AXIA LAND SERVICES, LLC	6/19/2008	D208242900
TX7155720-000	JOSE G CORTEZ	AXIA LAND SERVICES, LLC	6/17/2008	D208238611
TX7156516-000	JOSE G SANCHEZ	AXIA LAND SERVICES, LLC	6/17/2008	D208238644
TX7157097-001	JOSE H PATINO	AXIA LAND SERVICES, LLC	6/17/2008	D208244279
TX7155835-001	JOSE J GONZALEZ	AXIA LAND SERVICES, LLC	6/17/2008	D208236473
N/A	JOSE VASQUEZ	CHESAPEAKE EXPLORATION, LLC	4/5/2010	D210124436
TX7158803-000	JTSC, INC	MATADOR ENERGY COMPANY, LTD	8/14/2007	D207376679
TX0008394-000	JUAN & VERONICA JIMENEZ	AXIA LAND SERVICES, LLC	7/17/2008	D208284636
TX7155729-001	JUAN A DAVILA	AXIA LAND SERVICES, LLC	6/17/2008	D208238651
TX7155636-000	JUANA S RODRIGUEZ	AXIA LAND SERVICES, LLC	6/17/2008	D208245531
TX0461303-000	JUNE KNOWLES	CHESAPEAKE EXPLORATION, LLC	10/3/2009	D209305912
TX7154151-001	LADONNA M HILTON	AXIA LAND SERVICES, LLC	6/17/2008	D208236493
TX7156418-000	LARRY MORIN & SHANNON GABLE	AXIA LAND SERVICES, LLC	6/17/2008	D208236459
N/A	LARRY JAMES TOLER, JR & LAMISHA TOLER	CHESAPEAKE EXPLORATION, LLC	1/27/2010	D210053259
TX0462564-001	LAS LOMAS APARTMENTS, LLC	CHESAPEAKE EXPLORATION, LLC	3/22/2010	D210092800
TX7154162-001	LATANYA K & KEVIN JOHNSON	AXIA LAND SERVICES, LLC	6/17/2008	D208236420
TX0008003-000	LAURIE J & SAM F ROMERO	AXIA LAND SERVICES, LLC	6/17/2008	D208238610
TX7155836-000	LAVENDA & NATHANIEL GOUN	AXIA LAND SERVICES, LLC	6/17/2008	D208238624
TX0133638-000	LOAN NGO	DALE PROPERTY SERVICES, LLC	8/9/2008	D208352342
TX7158871-000	LOIS K & LYLE M POTTER	CHESAPEAKE EXPLORATION, LLC	6/12/2008	D209060672
TX7157984-000	MICHAEL & KELLY MCCULLOUGH FAM PART, LTD	CHESAPEAKE EXPLORATION, LLC	8/25/2008	D208416069
TX7157985-000	MICHAEL & KELLY MCCULLOUGH FAM PART, LTD	CHESAPEAKE EXPLORATION, LLC	8/25/2008	D208416067
TX7157986-000	MICHAEL & KELLY MCCULLOUGH FAM PART, LTD	CHESAPEAKE EXPLORATION, LLC	8/25/2008	D208416068
TX0007942-000	MANUEL D & ANGELICA M FLORES	AXIA LAND SERVICES, LLC	6/17/2008	D208248374

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TX7154130-000	MANUEL Q & MARIA MEZA	AXIA LAND SERVICES, LLC	6/17/2008	D208236464
TX0030173-000	MARCELLOUS L & FAYE M WILLIAMS	CHESAPEAKE EXPLORATION, LLC	4/1/2008	D208162982
TX0467356-001	MARGARITA C RINCON	CHESAPEAKE EXPLORATION, LLC	3/29/2010	D210124427
TX7156206-001	MARIA G & JOSE ZAMARRIPA	AXIA LAND SERVICES, LLC	6/17/2008	D208236406
TX7155497-001	MARILYN C SIMON	AXIA LAND SERVICES, LLC	6/17/2008	D208236462
TX0007060-000	MARIO & LETICIA AVILA	AXIA LAND SERVICES, LLC	6/17/2008	D208265669
TX0006748-000	MARK & DAWN DARWIN	AXIA LAND SERVICES, LLC	6/17/2008	D208257350
TX0462563-000	MARTIN L JOHNSON & INGRA GREEN	CHESAPEAKE EXPLORATION, LLC	2/16/2010	D210053298
TX0466847-000	MARY A ADGER	CHESAPEAKE EXPLORATION, LLC	9/19/2009	D209305899
N/A	MARWAN A NAFAL	CHESAPEAKE EXPLORATION, LLC	11/25/2009	D210014026
TX0006974-000	MAI STEELE	AXIA LAND SERVICES, LLC	7/15/2008	D208280119
TX7157872-000	MEDICAL VILLAGE PROPERTIES, INC	CHESAPEAKE EXPLORATION, LLC	8/7/2008	D208398033
TX7157869-000	MEDICAL VILLAGE PROPERTIES, INC	CHESAPEAKE EXPLORATION, LLC	8/7/2008	D208398034
TX7157871-000	MEDICAL VILLAGE PROPERTIES, INC	CHESAPEAKE EXPLORATION, LLC	8/7/2008	D208398035
TX7157868-000	MEDICAL VILLAGE PROPERTIES, INC	CHESAPEAKE EXPLORATION, LLC	8/7/2008	D208398036
TX7157870-000	MEDICAL VILLAGE PROPERTIES, INC	CHESAPEAKE EXPLORATION, LLC	8/7/2008	D208398037
TX7157867-000	MEDICAL VILLAGE PROPERTIES, INC	CHESAPEAKE EXPLORATION, LLC	8/7/2008	D208398040
TX7157313-000	METRO IMAGING, LTD	CHESAPEAKE EXPLORATION, LLC	8/15/2008	D208427841
N/A	MICHAEL T TUNNELL	CHESAPEAKE EXPLORATION, LLC	11/5/2009	D209305895
TX0003550-000	MICKI & CHARLES HOLLENBECK	CHESAPEAKE EXPLORATION, LLC	6/5/2008	D208326170
TX7157987-000	MID CITIES HEALTH FACILITIES PARTNERS, LTD	CHESAPEAKE EXPLORATION, LLC	8/25/2008	D208416070
TX7155730-000	MIRALVA DEALVA & MARIA GIL	AXIA LAND SERVICES, LLC	6/17/2008	D208236409
TX0461307-000	NAOMI MASON	CHESAPEAKE EXPLORATION, LLC	10/26/2009	D209305913
TX7158404-000	NELSON ESPINOZA, SR & YOLANDA MALDONADO	CHESAPEAKE EXPLORATION, LLC	9/22/2008	D208467176
TX7157316-000	NORTHHAVEN BUILDERS, INC	CHESAPEAKE EXPLORATION, LLC	9/4/2008	D208427338
TX7157315-000	NORTHHAVEN BUILDERS, INC	CHESAPEAKE EXPLORATION, LLC	9/4/2008	D208427837
TX7157314-000	NORTHHAVEN BUILDERS, INC	CHESAPEAKE EXPLORATION, LLC	9/4/2008	D208427840
TX0007036-000	OFELIA JUAREZ	AXIA LAND SERVICES, LLC	6/17/2008	D208238626
TX0031409-000	TRAVIS V GARRISON, JR & OLLIE GARRISON	CHESAPEAKE EXPLORATION, LLC	5/14/2008	D208243072
TX7158406-000	OSCAR PORTILLO	CHESAPEAKE EXPLORATION, LLC	9/15/2008	D208467941
TX0031422-000	PATRICIA WILLIAMS & KEIDRA L WHITE	CHESAPEAKE EXPLORATION, LLC	5/27/2008	D208243092
TX7154991-000	POLK MECHANICAL COMPANY, LLC	CHESAPEAKE EXPLORATION, LLC	10/31/2007	D208079310
TX0461296-000	RAGONALD CLEMONS	CHESAPEAKE EXPLORATION, LLC	10/2/2009	D209305902
TX0031411-000	RAUL & ALBERTINA MARTINEZ	CHESAPEAKE EXPLORATION, LLC	5/22/2008	D208243080
N/A	RAY E JONES & ANITA CRAWFORD	CHESAPEAKE EXPLORATION, LLC	11/12/2009	D209305887
TX7158407-000	RENAISSANCE HOSPITAL- GRAND PRAIRIE, INC	CHESAPEAKE EXPLORATION, LLC	8/21/2008	D208468293

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TX7158408-000	RENAISSANCE HOSPITAL- GRAND PRAIRIE, INC	CHESAPEAKE EXPLORATION, LLC	8/21/2008	D208468867
TX7158409-000	RENAISSANCE HOSPITAL- GRAND PRAIRIE, INC	CHESAPEAKE EXPLORATION, LLC	8/21/2008	D208467169
TX7158741-000	RENAISSANCE HOSPITAL- GRAND PRAIRIE, INC	CHESAPEAKE EXPLORATION, LLC	8/21/2008	D209035475
TX7158743-000	RENAISSANCE HOSPITAL- GRAND PRAIRIE, INC	CHESAPEAKE EXPLORATION, LLC	8/21/2008	D209035477
TX7158742-000	RENAISSANCE HOSPITAL- GRAND PRAIRIE, INC	CHESAPEAKE EXPLORATION, LLC	8/21/2008	D209032855
TX0031614-000	RENITA & ANGEL MCGHAW	CHESAPEAKE EXPLORATION, LLC	5/20/2008	D208248917
TX0466850-000	RICARDO & CANDICE JONES	CHESAPEAKE EXPLORATION, LLC	9/19/2009	D209305910
TX7157101-001	RICARDO A PORTILLO & SONIA ARROYO	AXIA LAND SERVICES, LLC	6/17/2008	D208236465
N/A	MIRNA MEDRANO & RICARDO RIVERA	CHESAPEAKE EXPLORATION, LLC	4/2/2010	D210124416
TX7157881-000	RICHARD J BELLACK & BSP MANAGEMENT, LTD	CHESAPEAKE EXPLORATION, LLC	7/31/2008	D208399462
TX7157880-001	RICHARD J BELLACK & BSP MANAGEMENT, LTD	CHESAPEAKE EXPLORATION, LLC	7/31/2008	D208399463
TX7157882-000	RICHARD J BELLACK & BSP MANAGEMENT, LTD	CHESAPEAKE EXPLORATION, LLC	7/31/2008	D208399464
TX7157879-000	RICHARD J BELLACK & BSP MANAGEMENT, LTD	CHESAPEAKE EXPLORATION, LLC	7/31/2008	D208399465
TX7157397-001	RIGOBERTO PORTILLO	AXIA LAND SERVICES, LLC	6/17/2008	D208236491
TX7158870-000	ROBERT F BODE, JR, D.O.	CHESAPEAKE EXPLORATION, LLC	8/7/2008	D209053994
N/A	ROGER & NYEISHA JAMES	CHESAPEAKE EXPLORATION, LLC	1/18/2010	D210053253
TX7155843-001	RONEATHA WHITAKER	AXIA LAND SERVICES, LLC	6/17/2008	D208238616
TX0467133-000	SALVADOR AVILA	CHESAPEAKE EXPLORATION, LLC	12/6/2009	D210013999
TX7158804-000	SCOTT T & JOYCE JONES	MATADOR ENERGY COMPANY, LTD	7/26/2007	D207326873
TX7158744-001	SEALED AIR CORPORATION	CHESAPEAKE EXPLORATION, LLC	10/7/2008	D209035476
TX0466848-000	SHARON DAVIS	CHESAPEAKE EXPLORATION, LLC	9/19/2009	D209305905
TX0005222-000	STANLEY & FELICIA S BERAIN	CHESAPEAKE EXPLORATION, LLC	7/30/2008	D208336867
TX0467114-000	TASHA COOPER	CHESAPEAKE EXPLORATION, LLC	11/10/2009	D209305883
TX7156838-001	TERESA CARDENAS	AXIA LAND SERVICES, LLC	6/17/2008	D208236513
TX0461718-001	TERRI MATTHEWS	CHESAPEAKE EXPLORATION, LLC	1/6/2010	D210053237
N/A	JANICE HINTON, AIF FOR TERRY GLENN BAILEY	CHESAPEAKE EXPLORATION, LLC	3/30/2010	D210124401
TX0511169-000	THE UNION CENTRAL LIFE INSURANCE COMPANY	HARDING COMPANY	12/8/2006	D207199143
N/A	TIFFANY A STEADHAM	CHESAPEAKE EXPLORATION, LLC	1/5/2010	D210053229
TX7155637-001	TONY RODRIGUEZ, IV & LISA M RODRIGUEZ	AXIA LAND SERVICES, LLC	6/17/2008	D208238646
TX0008421-000	MANH D TRAN & HIEU T PHAM	AXIA LAND SERVICES, LLC	6/17/2008	D208236421 corrected as
N/A	TYLER REMEDIZ	CHESAPEAKE EXPLORATION, LLC	9/22/2009	D209305920
N/A	WILLIS & VANESSA FLOWERS	CHESAPEAKE EXPLORATION, LLC	11/3/2009	D209305885
TX7158813-000	WYLIE ESTILL, LTD	MATADOR ENERGY COMPANY, LTD	11/8/2007	D208010342
N/A	ARLINGTON ISD	CARRIZO OIL & GAS	4/4/2008	D208254263
N/A	WILBERT POWELL, JR	CHESAPEAKE EXPLORATION, LLC	N/A	N/A
N/A	JOHN & JENNIFER HOLLAND	CHESAPEAKE EXPLORATION, LLC	N/A	N/A

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N/A	LORENZON GONZALEZ-VERA	CHESAPEAKE EXPLORATION, LLC	N/A	N/A
TX0002883-000	CAROLYN M WHITEMON	CHESAPEAKE EXPLORATION, LLC	5/29/2008	D208305723
TX0463193-000	KENNETH ANDERSON	CHESAPEAKE EXPLORATION, LLC	4/16/2010	D210175311
TX0461298-000	MARIA SOLEDAD CRUZ	CHESAPEAKE EXPLORATION, LLC	10/9/2009	D209305904
N/A	DAVID & GREGORIA SALINAS	CHESAPEAKE EXPLORATION, LLC	N/A	N/A
N/A	JUAN BARRIOS	CHESAPEAKE EXPLORATION, LLC	5/13/2010	D210175376
N/A	MINH DUC B PHAN & DUNG THI NGUYEN	CHESAPEAKE EXPLORATION, LLC	5/13/2010	D2101753891
N/A	ALEJANDRO OCHOA	CHESAPEAKE EXPLORATION, LLC	N/A	N/A
N/A	ROZZATTA WILLIAMS	CHESAPEAKE EXPLORATION, LLC	5/3/2010	D210175369
N/A	FAF, INC	CARRIZO OIL & GAS	4/3/2010	D210077706

END OF EXHIBIT "A-2"